

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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HOWARD RUBINSKY,	:	
	:	
Plaintiff,	:	Case No.: 2:14-cv-01540
	:	
-against-	:	
	:	
AHMED ZAYAT, a/k/a	:	
EPHRAIM ZAYAT,	:	
Defendant.	:	
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**DEFENDANT’S L.CIV.R. 56.1  
STATEMENT OF MATERIAL FACTS NOT IN DISPUTE**

1. Plaintiff Howard Rubinsky is a Florida resident and has lived there since 2001.  
(Rubinsky Tr. at 4:13-14, 9:16-18, 14:25-15:2.)
2. Rubinsky is currently unemployed, but was previously “involved in gambling.”  
(Rubinsky Tr. at 14:25-15:14.)
3. Ahmed Zayat is a New Jersey resident and a citizen of both the United States and Egypt. (Zayat Decl. ¶ 2.)
4. From 1997 to 2005, Zayat was executive chairman of Al Ahram Beverages, a privatized Egyptian beverage company. During this time, Zayat lived in Egypt during the week and commuted to New Jersey, where his wife and four children lived, on the weekends. (*Id.* ¶ 4.)
5. In 2005, Zayat moved back to the United States on a full-time basis and founded Zayat Stables, LLC (“Zayat Stables”), a company that purchases, trains, and races thoroughbred horses. (*Id.* ¶ 5.)
6. Zayat never asked Rubinsky to put up a line of credit for him at any gambling venue, including Pinnacle and Tradewinds. (Rubinsky Tr. at 50:7-16, 55:1-4; Zayat Decl. ¶ 10.)

7. The first time Rubinsky ever met or spoke to Zayat was after the alleged debt that is the subject matter of this lawsuit was allegedly incurred. (Rubinsky Tr. at 24:16-25:7.)

8. Rubinsky does not have any documentation, first-hand knowledge or any witness with first-hand knowledge, to show that Zayat actually placed bets through Tradewinds. (Rubinsky Tr. at 76:20-25; 52:23-53:20.)

9. Rubinsky does not have any documentation, first-hand knowledge, or witness with first-hand knowledge, to show that Zayat made \$300,000 worth of payments to Tradewinds as payment on an alleged debt. (Rubinsky Tr. at 56:21-59:14, 79:14-20; 81:14-82:4.)

10. Rubinsky primarily made his living from commissions he received from Tradewinds and the International Racing Group (“IRG”). (Rubinsky Tr. at 60:24-65:25.) He earned his commission from Tradewinds by purchasing a “player list” of sports betters from all over the world. (*Id.*) Plaintiff provided the list to Tradewinds free of cost, which in turn marketed its facility to these prospective gamblers. (*Id.*) The list primarily consisted of people who gambled between \$500 and \$2,000 and had to “post up” the money before they bet so there was no risk of non-payment if they lost. (*Id.*) Tradewinds would then pay Plaintiff a commission of up to forty percent on the losses of people who were on his player list. (*Id.*) Plaintiff did not have a written contract with Tradewinds—“everything was verbally done.” (*Id.* at 72:6-9.)

11. The debt that is the subject matter of this lawsuit was allegedly incurred in early 2003. (Rubinsky Tr. at 46:8-23, 52:4-54:11.) In May 2005, Rubinsky hired a lawyer and investigator to pursue recovery of the alleged debt from Zayat. (Rubinsky Tr. at 118:8-137:4; Wagner Decl. Ex. D.)

12. This lawsuit was not filed until March 11, 2014. (Wagner Decl. ¶ 2 & Ex. A.)

13. Rubinsky has two gambling related felony convictions. (Rubinsky Tr. at 159:17-18.): one from 1993 for aiding and abetting a bookmaker in Nevada, and one from October 2008 where Rubinsky pled guilty to Interstate Transmission of Wagering Information and Money Laundering. (*Id.* at 159:8-163:08; Wagner Decl. Exs. E, F.)

Dated: New York, New York  
March 31, 2015

COHEN TAUBER SPIEVACK & WAGNER P.C.

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